

BONA FIDE REQUEST (“BFR”) PROCESS

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1. GENERAL CONDITIONS

- 1.1 Unless another procedure or process is specifically prescribed elsewhere in this Agreement or by order of the Commission, this Appendix shall govern the submission of requests by MCIm to SBC MISSOURI for methods of interconnection, access to Lawful unbundled Network Elements (including Combinations thereof), or customized services required to be provided by SBC MISSOURI but are not available under this Agreement at the time of such request. This Bona Fide Request ("BFR") process applies to each Bona Fide Request submitted to SBC MISSOURI.
- 1.2 If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with the Act, such Party may exercise its rights under the Dispute Escalation and Resolution sections of this Agreement or may otherwise seek mediation by the Commission, including the use of any expedited procedures, pursuant to Section 252 of the Act, after giving the other Party written notice at least five (5) calendar days in advance of invoking the Dispute Escalation and Resolution .

2. BFR APPLICATION FORM

- 2.1 All Bona Fide Request must be submitted with a BFR Application Form as that form is set forth on <https://clec.sbc.com/clec/>. Included with the Application MCIm shall provide a technical description of each BFR Item, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 SBC MISSOURI shall promptly consider and analyze the submission of a Bona Fide Request from MCIm for: (a) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) a method of Interconnection or access to a Lawful unbundled Network Element (including Combinations thereof) that is different in quality to that which SBC MISSOURI provides itself at the time of such request; (c) a customized service for features, capabilities, functionalities or a Lawful unbundled Network Element or Network Element Combination not otherwise provided hereunder at the time of such request. Items (a), (b) and (c) above may be referred to as a "BFR Item".
- 3.2 MCIm may cancel a Bona Fide Request at any time by written notice to SBC MISSOURI, but will pay SBC MISSOURI, as specified below, for reasonable costs incurred by SBC in its preparation of the Preliminary Analysis or BFR Quote, up to and including the date of SBC MISSOURI's receipt of the cancellation.
- 3.3 Analysis of the BFR
 - 3.3.1 MCIm is responsible for the reasonable costs incurred by SBC MISSOURI to prepare the Preliminary Analysis of MCIm's BFR. When submitting a BFR Application Form, MCIm has two options to compensate SBC MISSOURI for its costs incurred to complete the Preliminary Analysis of the BFR:

- 3.3.1.1 Include with its BFR Application Form a Deposit, which Deposit will be in the amount of two thousand dollars (\$2,000), unless a different BFR deposit amount applicable to this Agreement has been established by the Commission, to cover SBC's MISSOURI's preliminary evaluation costs, in which case SBC MISSOURI may not charge MCIm in excess of the Deposit to complete the Preliminary Analysis; or
- 3.3.1.2 Not make the Deposit in which case MCIm shall be responsible for all reasonable costs incurred by SBC MISSOURI to complete the Preliminary Analysis (regardless of whether such costs are greater or less than the Deposit amount).
- 3.3.2 If MCIm submits a Deposit with its BFR, and SBC MISSOURI is not able to process the BFR or determines that the BFR does not qualify for BFR treatment, then SBC MISSOURI will return the Deposit to MCIm. Similarly, if the costs incurred to complete the Preliminary Analysis are less than the Deposit amount, the balance of the Deposit will, at the option of MCIm, either be refunded or credited toward additional developmental costs authorized by MCIm. If MCIm cancels the BFR prior to completion of the Preliminary Analysis and a Deposit has been made by MCIm, and the reasonable costs are less than the Deposit amount, the remaining balance of the Deposit will be returned to MCIm.
- 3.3.3 SBC MISSOURI will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt of a complete and accurate BFR, and if applicable a \$2000 deposit, SBC MISSOURI shall acknowledge in writing or by facsimile receipt of the Bona Fide Request and in such acknowledgement advise MCIm of the need for any further information needed to process the Request. If deemed necessary by either of the Parties, a meeting will be convened within five (5) Business Days, or as otherwise mutually agreed, of MCIm's receipt of the BFR acknowledgement at which the Parties will come to agreement on all additional information needed to process the BFR. MCIm will provide an updated BFR application to include the additional information. MCIm acknowledges that the time intervals set forth in this Appendix begin once SBC MISSOURI has received a complete and accurate BFR Application Form and, if applicable, the Deposit amount.
- 3.3.4 Within thirty (30) calendar days of its receipt of a complete and accurate Bona Fide Request, SBC MISSOURI shall provide to MCIm a Preliminary Analysis of the BFR Item (the "Preliminary Analysis"). The Preliminary Analysis shall respond in one of the following ways:
 - 3.3.4.1 indicate that SBC MISSOURI will offer the Request; or
 - 3.3.4.2 advise MCIm that it will not offer the Request. If SBC MISSOURI indicates it will not offer the Request, SBC MISSOURI will provide a detailed explanation that access to such BFR Item is not technically feasible and/or that the request does not qualify as one that is required to be provided under the Act; or that the BFR is not the correct process for the request.

3.4 Bona Fide Request Quote

3.4.1 If the Preliminary Analysis indicates that SBC MISSOURI will provide the BFR Item, MCI may, at its discretion, provide written authorization for SBC MISSOURI to prepare a "BFR Quote". The BFR Quote shall, as applicable, include: (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs, (v) terms and conditions by which the Request shall be made available, and (vi) any other information SBC MISSOURI deems relevant to MCI's request for the BFR Item.

3.4.1.1 MCI's written authorization to develop the BFR Quote must be received by SBC MISSOURI within thirty (30) calendar days of MCI's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled, subject to MCI's obligation to pay SBC MISSOURI's reasonable costs incurred for the Preliminary Analysis as set forth herein. Any request by MCI for SBC MISSOURI to proceed with the preparation of the BFR Quote received after the thirty (30) calendar day window will require MCI to submit a new BFR.

3.4.1.2 As soon as feasible, but not more than ninety (90) (calendar) days after its receipt of authorization to prepare the BFR Quote, SBC MISSOURI shall provide to MCI a BFR Quote.

3.4.2 Within thirty (30) days of its receipt of the Bona Fide Request Quote, MCI must either confirm its order for the BFR Item pursuant to the Bona Fide Request Quote or cancel the Bona Fide Request and reimburse SBC MISSOURI for its reasonable costs incurred up to the date of cancellation, in the preparation of the BFR Quote. If MCI believes SBC MISSOURI's BFR Quote is inconsistent with the requirements of the Act, it may exercise its rights under the Dispute Escalation and Resolution sections of the Agreement. If, SBC MISSOURI does not receive notice of confirmation or cancellation of the BFR within such thirty (30) calendar day period, the BFR shall be deemed canceled and MCI will reimburse SBC MISSOURI for its reasonable costs incurred up to the date of cancellation in preparing the BFR Quote.

4. PRICES

3.5 Unless MCI agrees otherwise, all prices and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act, the FCC and/or the Commission.